

RECORDATION NO. 24146-B FILED

SEP 30 '02 5:10 PM

SURFACE TRANSPORTATION BOARD

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ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 30, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: MARTA (2002-3)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement (2002-3), dated as of September 27, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Head Lease Agreement (2002-3), which is being filed with the Board under Recordation Number _____.

The names and addresses of the parties to the enclosed document are:

Borrower: MARTA Rail Statutory Trust 2002-3
c/o Wilmington Trust Company, Trustee
1100 North Market Street
Wilmington, Delaware 19801

Lender: AE Global Investments, LLC
c/o Ambac Capital Corporation
One State Street Plaza
New York, New York 10004

Mr. Vernon A. Williams
September 30, 2002
Page Two

A description of the railroad equipment covered by the enclosed document is:

22 railcars bearing MARTA reporting marks and road numbers within the series 243 – 266

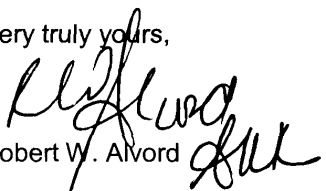
A short summary of the document to appear in the index is:

Memorandum of Loan and Security Agreement (2002-3)

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,


Robert W. Alvord

RWA/anr
Enclosures

MEMORANDUM OF LOAN AND SECURITY AGREEMENT
(2002-3)

This MEMORANDUM OF LOAN AND SECURITY AGREEMENT is made and entered into as of September 27, 2002, by and between WILMINGTON TRUST COMPANY not in its individual capacity, but solely as trustee on behalf of MARTA Rail Statutory Trust 2002-3 (hereinafter referred to as "Borrower") and AE Global Investments, LLC (hereinafter referred to as "Lender") respecting that certain Loan and Security Agreement 2002-3 dated September 27, 2002, between Borrower and Lender (the "Loan and Security Agreement").

Pursuant to the provisions of the Loan and Security Agreement, Borrower and Lender hereby affirm and acknowledge that:

1. Lender has agreed to loan to the Borrower and the Borrower has agreed to borrow from the Lender and grant the Lender a first priority security interest in certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, effective as of the date hereof and subject to the terms defined in the Loan and Security Agreement.
2. Borrower and Lender further acknowledge and affirm that this Memorandum of Loan and Security Agreement is not a summary of the Loan and Security Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Borrower and Lender hereby agree that in the event of a conflict between this Memorandum of Loan and Security Agreement and the provisions of the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.
3. This Memorandum of Loan and Security Agreement is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant 49 U.S.C. Section 11301(a).

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EXHIBIT A

UNITS


| Railcar | Manufacturer | Car Number |
|----------------|---------------------|-------------------|
| CQ312 | Breda | 649 |
| CQ312 | Breda | 650 |
| CQ312 | Breda | 651 |
| CQ312 | Breda | 652 |
| CQ312 | Breda | 653 |
| CQ312 | Breda | 654 |
| CQ312 | Breda | 655 |
| CQ312 | Breda | 656 |
| CQ312 | Breda | 659 |
| CQ312 | Breda | 660 |

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

BORROWER:

MARTA RAIL STATUTORY TRUST
2002-3

By: Wilmington Trust Company,
not in its individual capacity, but
solely as Trustee

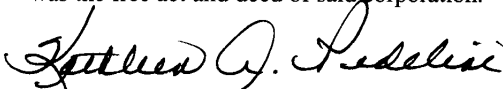
By: 

Name: W. Chris Sponenberg
Vice President

Title: _____

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

On this 20th of September, 2002, before me personally appeared
W. Chris Sponenberg, to me personally known, who being duly
sworn, stated that he/she is Vice President of WILMINGTON TRUST
COMPANY, that said instrument was signed on behalf of said corporation, not in its individual
capacity, but solely as trustee on behalf of MARTA Rail Statutory Trust 2002-3 by authority of
its board of directors, and he/she acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.


Notary Public

My Commission Expires

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct. 31, 2007

LENDER:

AE GLOBAL INVESTMENTS, LLC

By: DL

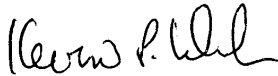
Name: David B. Nensch

Title: Authorized Signatory

STATE OF New York)
COUNTY OF New York) SS:

On this 16 of September, 2002, before me personally appeared David R. Nemschoff, to me personally known, who being duly sworn, stated that he/she is Authorized Signatory of AE GLOBAL INVESTMENTS, LLC that said instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public



My Commission Expires

KEVIN P. DOLAN
Notary Public, State of New York
No. 01DO 5023035
Qualified in New York County
Commission Expires January 31, 2006